

**AMENDMENT #1 TO AMENDED  
DEVELOPER'S PUBLIC REPORT  
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME:	HO'OMAIKA'I VILLAGE AT MA'ILI BEACH
PROJECT ADDRESS:	87-105-1 TO 87-111-2 Kulaaupuni Street Waiane, Hawaii 96792
REGISTRATION NUMBER:	6278
EFFECTIVE DATE OF REPORT:	<b>August 26, 2010</b>
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input checked="" type="checkbox"/> Developer's Public Report dated <u>March 2, 2010</u> <input type="checkbox"/> Amended Report dated _____  <input type="checkbox"/> Supersedes all prior amendments: Includes all prior amendment(s) and <u>must</u> be read together with <input type="checkbox"/> Developer's Public Report dated _____ <input type="checkbox"/> Amended Report dated _____
DEVELOPER(S):	LOMAREY III, LLC

**Preparation of this Amendment**

The Developer prepared this amendment pursuant to the Condominium Property Act, Section 514B-56, Hawaii Revised Statutes (HRS), as amended from time to time. Section 514B-56, HRS, requires that after the Commission has issued an effective date for the Developer's Public Report, if there are any changes, either material or pertinent changes, or both, regarding the information contained in or omitted from the Developer's Public Report, or if the developer desires to update or change the information set forth in the Developer's Public Report, the developer shall immediately submit to the Commission an amendment to the Developer's Public Report or an amended Developer's Public Report clearly reflecting the change, together with such supporting information as may be required by the Commission, to update the information contained in the Developer's Public Report.

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS means any change that directly, substantially, and adversely affects the use or value of (1) A purchaser's unit or appurtenant limited common elements; or (2) Those amenities of the project available for the purchaser's use.

The law defines "pertinent change" to mean, as determined by the commission, a change not previously disclosed in the most recent public report that renders the information contained in the public report or in any disclosure statement inaccurate, including, but not limited to (1) The size, construction materials, location, or permitted use of a unit or its appurtenant limited common element; (2) The size, use, location, or construction materials of the common elements of the project; or (3) The common interest appurtenant to the unit. A pertinent change does not necessarily constitute a material change.

The filing of an amendment to the Developer's Public Report or an amended Developer's Public Report, in and of itself, shall not be grounds for a purchaser to cancel or rescind a sales contract. A purchaser's right to cancel or rescind a sales contract shall be governed by sections 514B-86 and 514B-87, HRS, the terms and conditions of the purchaser's contract for sale, and applicable common law.

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*This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.*

This Amendment has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this amendment to the Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts, material changes, or pertinent changes about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

The law defines "material facts" to mean any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale.

This amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

Prospective purchasers and purchasers are encouraged to read this amendment carefully and to seek professional advice.

Summary of Changes from Earlier Developer's Public Report are Described Beginning on the Next Page

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Summary of Changes from Earlier Developer's Public Report:

This summary contains a general description of the changes, if any, made by the developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made.

Changes made are as follows (include a description of what the change is and page number and or exhibit alphabet or number; additional pages may be used):

Page 1a, Section 6.h: The mechanics' liens referenced therein have now been released;

Section 2.1: (1) the business address for the Developer is revised to be c/o Finn & Cohen, 425 Pacific Street, #302, Monterey, CA 93940; (2) the business phone number is now (310) 780-4500; (3) the email address is now matt.kunitz@endemolusa.tv; and (4) the Managers of the LLC are Matt Kunitz and Daniel Glosser;

Section 2.2: The Real Estate Broker is revised as follows:

Name: Team Real Estate, Inc.  
Business Address: 84-1170 Farrington Hwy,  
Bldg A2, Suite BFla,  
Waianae, HI 96792  
Business Phone Number: (808) 695-0227  
Business Email: teresaabella@hawaii.rr.com:

Section 2.5: The Condominium Managing Agent is revised as follows:

Name: Certified Management, Inc.  
Business Address: 3179 Koapaka Street  
Honolulu, HI 96819-5199  
Business Phone Number: (808) 836-9011;

Section 4.3: "Water" should read "Water for the Common Elements";

Section 4.4: "Water" should read "Water for the Unit only";

Section 5.3: Should now read "There are no blanket liens affecting title to the individual Units.";

Exhibit E: the estimated Monthly Fee per Unit is \$303.00 rather than \$409.50; and

Exhibit J, the list of members of the Developer is hereby replaced in its entirety with the attached Exhibit J.

An Exclusive Right-to-Sell Listing Agreements dated June 20, 2010 has been submitted to the Real Estate Commission in connection with this Amendment #1 to Developer's Public Report.

A Fiscal Property Management Agreement for Ho'omaika'i Village at Ma'ile Beach dated May 5, 2010, executed with Certified Management, Inc. has been submitted to the Real Estate Commission in connection with this Amendment #1 to Developer's Public Report.

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Changes continued:

A large, empty rectangular box with a thin black border, occupying the majority of the page. It is intended for users to list changes or provide additional information.

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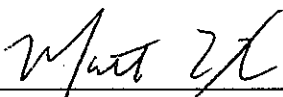
The Developer declares subject to the penalties set forth in Section 514B-69, HRS that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a) (13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report as amended, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report as amended, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report as amended and the exhibits attached to this report (if any) as amended and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report as amended to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report as amended at least 30 days prior to the anniversary date of the effective date of this report.

LOMAREY III, LLC, a California limited liability company

Printed Name of Developer



Duly Authorized Signatory\*

8/7/10

Date

Matt Kunitz, Managing Partner Lomarey III, LLC

Printed Name & Title of Person Signing Above

Distribution: City and County of Honolulu

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

\*Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.

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## **SPECIAL ATTENTION**

[Use this page for special or significant matters which should be brought to the purchaser's attention and that are not covered elsewhere in this report.]

1. This Public Report does not constitute an approval or disapproval of the project nor a representation that the project is in compliance with all County codes, ordinances and subdivision requirements.
2. The project does not involve the sale of individual subdivided lots. The land area beneath and immediately adjacent to each Unit as shown on the Condominium Map is designated as a limited common element for that Unit and does not represent a legally subdivided lot. The dark dashed lines on the site plan page of the Condominium Map do not represent legally subdivided lots, but merely the location of the limited common element yard area assigned to each Unit.
3. Facilities and improvements normally associated with County-approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for and services such as County street maintenance and trash collection may not be available for the project's driveways.
4. The Project is covered by a Cluster Permit issued by the Department of Planning and Permitting of the City and County of Honolulu. The Cluster Permit is binding on all present and future Unit owners, tenants and occupants of all Units of the Project and all other persons who shall at any time use the Project. A copy of the Cluster Permit is attached to this report as Exhibit "A".
5. Pursuant to Section 514B-41, HRS, each Unit owner shall become obligated for the payment of the Unit owner's share of the common expenses upon Unit owner's acquisition of its Unit; until such acquisition the Developer shall assume all actual common expenses for each Unit.
6. This Public Report amends and restates that certain Developer's Public Report with effective date of April 25, 2007, issued to Aina Pacific Investments, Inc. for the Project. A summary of the changes from the previous Developer's Public Report are as follows:
  - a. Pages 1 and 3: The Project's address has changed from 87-107 Kulaaupuni Street to 87-105-1 to 87-111-2 Kulaaupuni Street because the City and County has assigned new addresses to the Units;
  - b. Pages 1, 3, etc.: The Developer has changed throughout from Aina Pacific Investments, Inc. to Lomarey III, LLC;
  - c. Page 4: The Croquet Field previously identified as a common facility in Section 1.8 has been deleted;
  - d. Page 5: A new title report is referenced in Section 1.12;
  - e. Page 9: In Section 2.1, the Developer and the names of the managers/members of the Developer have changed;
  - f. Page 9: In Section 2.2, the Real Estate Broker has changed from West Oahu Realty to Team Real Estate, Inc.;
  - g. Page 10: Sections 3.1, 3.2 and 3.3 reflect the newly revised Declaration, Bylaws and Condominium Map, respectively;
  - h. Page 13: The mortgage and the two mechanic's lien actions previously identified as blanket liens in Section 5.3 have been released;
  - i. Page 14: As revised in Section 5.5, the Units were completed as of August 2008.

## 2. PERSONS CONNECTED WITH THE PROJECT

<b>2.1 Developer(s)</b>	Name: LOMAREY III, LLC, a California limited liability company  Business Address: c/o Finn & Cohen, 425 Pacific St., #302 Monterey, California 93940  Business Phone Number : (310) 780-4500 E-mail Address: matt.kunitz@endemolusa.tv
Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).	Member/Manager Matt Kunitz and Daniel Glosser  See additional Members listed on Exhibit "J-1" attached hereto
<b>2.2 Real Estate Broker</b>	Name: TEAM REAL ESTATE, INC. Business Address: 84-1170 Farrington Hwy., Bldg.A2, Ste. BFla, Waianae, HI 96792  Business Phone Number: (808) 695-0227 E-mail Address: Teresa Abella [teresaabella@hawaii.rr.com]
<b>2.3 Escrow Depository</b>	Name: ISLAND TITLE CORPORATION Business Address: 1132 Bishop Street, Suite 400 Honolulu, HI 96813  Business Phone Number: (808) 531-0261
<b>2.4 General Contractor</b>	Name: CUTWATER BUILDERS, LLC Business Address: P.O. Box 1153, Waialua, HI 96791  Business Phone Number: (808) 383-5964
<b>2.5 Condominium Managing Agent</b>	Name: CERTIFIED MANAGEMENT, INC. Business Address: 3179 Koapaka Street Honolulu, HI 96819-5199  Business Phone Number: (808) 836-9011
<b>2.6 Attorney for Developer</b>	Name: WILLIAM C. BYRNS, ESQ. Business Address: 1001 Bishop St., Ste. 2650 Honolulu, HI 96813  Business Phone Number: 808-523-3080

#### 4. CONDOMINIUM MANAGEMENT

##### 4.1 Management of the Common Elements

**Management of the Common Elements:** The Association of Unit Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

The initial Condominium Managing Agent for this project is (check one):

<input type="checkbox"/>	Not affiliated with the Developer
<input checked="" type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	Other (explain)

##### 4.2 Estimate of the Initial Maintenance Fees

**Estimate of the Initial Maintenance Fees:** The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit E contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

##### 4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:

<input checked="" type="checkbox"/>	Electricity for the common elements
<input type="checkbox"/>	Gas for the common elements
<input checked="" type="checkbox"/>	Water for the Common Elements
<input type="checkbox"/>	Sewer
<input type="checkbox"/>	TV Cable
<input type="checkbox"/>	Other (specify)

##### 4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:

<input checked="" type="checkbox"/>	Electricity for the Unit only
<input type="checkbox"/>	Gas for the Unit only
<input checked="" type="checkbox"/>	Water for the Unit only
<input checked="" type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV Cable
<input type="checkbox"/>	Other (specify)



## 5. SALES DOCUMENTS

### 5.1 Sales Documents Filed with the Real Estate Commission

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit <u>G</u> contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: August 5, 2009 Name of Escrow Company: Island Title Corporation Exhibit <u>H</u> contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other:

### 5.2 Sales to Owner-Occupants

If this project contains three or more residential units, the Developer shall designate at least fifty percent (50%) of the units for sale to Owner-Occupants.

<input checked="" type="checkbox"/>	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
<input type="checkbox"/>	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ____.
<input checked="" type="checkbox"/>	Developer has or will designate the units for sale to Owner-Occupants by publication.

### 5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.

<input checked="" type="checkbox"/>	There are <u>no blanket liens</u> affecting title to the individual units.
<input type="checkbox"/>	There are <u>blanket liens</u> that may affect title to the individual units.

<u>Type of Lien</u>	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance

### 5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:

Building and Other Improvements:

No change.

Appliances:

None.

EXHIBIT "E"

Developer's Public Report for Condominium  
Condominium Project Name: HO'OMAIKA'I VILLAGE AT MA'ILI BEACH

**ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS**

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months = <u>Yearly Total</u>	
A through H	\$303.00 each	\$3,636.00 each

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

Estimate of Maintenance Fee Disbursements:

	<u>Monthly x 12 months = Yearly Total</u>	
Utilities and Services		
Electricity		
[ x ] common elements only	\$ 8.00	\$ 96.00
[   ] common elements and apartments		
Water	\$10.00	\$ 120.00
Maintenance, Repairs and Supplies		
Building	\$25.00	\$ 300.00
Grounds/Landscaping	\$45.00	\$ 540.00
Roads/Driveways	\$75.00	\$ 900.00
Fencing	\$25.00	\$ 300.00
Insurance	\$85.00	\$1,020.00
Managing Agent Fee	\$30.00	\$ 360.00
Reserves(*)		
<b>TOTAL</b>		<b>\$3,636.00</b>

LOMAREY III, LLC, a California limited liability company, the developer of the condominium project, hereby certifies that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

LOMAREY III, LLC, a California limited liability company

By: W. J. Z. Z.  
Its: MANAGER

Date: 8-16-10

(\*)Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 1070, Hawaii Administrative Rules, as amended.

Pursuant to §514A-83.6, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

EXHIBIT "J"

Developer's Public Report for Condominium  
Condominium Project Name: HO`OMAIKA`I VILLAGE AT MA`ILI BEACH

**LIST OF MEMBERS OF LOMAREY III, LLC, a California limited liability company**

Members

Daniel Wilson

Emma Wilson

Lee Stickler

Edwin Lundblad

Lenore Strecker Trust

John Bevilacqua

Thomas Reilley

Saul and Lucy Kunitz

Kenneth Nichols

Matt and Caroline Kunitz

John Hall

Gary Palma

Karen Beeler, Trustee

Daniel Irwin Glosser, Trustee

David Mewes

Lili Selvig

Lisa Arioto

END OF EXHIBIT "J"